

§ 8.25

when the insured is ordered to report for examination at the specific request of the insurance activity concerned, or the Director of a regional office or of a medical facility. Such expenses will be borne by the United States and will be paid from the applicable appropriation of the Veterans Health Services and Research Administration. Transportation, meal and lodging requests in connection with reporting to and returning from the place of examination may be furnished the applicant, or the applicant may travel at his or her own expense and claim reimbursement for such travel on a mileage basis, provided prior authority has been given for the travel. Travel incident to such an examination by salaried employees of the Department of Veterans Affairs will be in accordance with the Federal Travel Regulations. If such an examination is made by a medical examiner on a fee basis, payment will be made at a fee not in excess of the schedule of fees in effect and approved by the Department of Veterans Affairs for medical and professional services in the State in which the examination is made. Where no approved State fee schedule is in effect or where a fee for the type of examination authorized is not listed in the approved State fee schedule in effect, such examinations will be furnished at a fee not in excess of that listed in the "Guide for Charges for Medical and Ancillary Services" of the Veterans Health Services and Research Administration in effect at the time the examination is authorized. If the particular examination is not covered by a schedule in effect and/or the said guide, a fee not in excess of what is reasonable and customarily charged in the community concerned may be allowed.

[30 FR 3650, Mar. 19, 1965, as amended at 47 FR 11659, Mar. 18, 1982. Redesignated and amended at 61 FR 29290, 29293, June 10, 1996. Redesignated at 65 FR 7437, Feb. 15, 2000; 65 FR 19659, Apr. 12, 2000]

EXTRA HAZARDS

§ 8.25 Definition of "disease or injury traceable to the extra hazards of the military or naval service."

A disease or injury may be found to be traceable to the extra hazards of the military or naval service when it ap-

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pears from the evidence that the said disease or injury was in fact caused by, or is traceable to, the performance of duty in the active military, naval, or air service (as that term is defined in section 101 of title 38 U.S.C.).

[24 FR 7330, Sept. 11, 1959. Redesignated at 61 FR 29290, June 10, 1996. Redesignated at 65 FR 7437, Feb. 15, 2000]

OPTIONAL SETTLEMENTS

§ 8.26 Options.

Insurance will be paid in a lump sum only when selected by the insured during his or her lifetime or by his or her last will and testament.

[61 FR 29293, June 10, 1996. Redesignated at 65 FR 7437, Feb. 15, 2000]

RENEWAL OF TERM INSURANCE

§ 8.27 Renewal of National Service Life Insurance on the 5-year level premium term plan.

(a) Effective July 23, 1953, all or any part of National Service Life Insurance on the 5-year level premium term plan, in any multiple of \$500 and not less than \$1,000, which is not lapsed at the expiration of any 5-year term period, shall be automatically renewed without application or medical examination for a successive 5-year period at the applicable level premium term rate for the then attained age of the insured: *Provided*, That on or after September 1, 1984, National Service Life Insurance "V" 5-year level premium term rates shall not exceed the renewal age 70 term premium rate, or that on or after (the date the regulation is published as final), Veterans Special Life Insurance "RS" five-year level premium term rates shall not exceed the renewal age 70 "RS" term premium rate: *Provided further*, That in any case in which the insured is shown by satisfactory evidence to be totally disabled at the expiration of the term period of his or her insurance under conditions which would entitle the insured to continued insurance protection but for such expiration, such insurance, if subject to renewal under this paragraph shall be automatically renewed for an additional period of 5 years at the applicable premium rate. The renewal of